

ARTICLE 12

LAYOFF AND RECALL PROCEDURE

Section A. Application of Layoff.

The Union recognizes the right of the Employer to lay off or to reduce the hours of employment, including the right to determine the extent, effective date, and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The Employer shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Bumping, layoff and recall of Bargaining Unit employees shall be exclusively governed by and in accordance with the provisions of this Agreement and this Article. Layoff and recall shall be in accordance with procedures set forth in this Article with the exception that they shall not apply to:

1. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by inverse seniority within classification and work location and recalled by seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Temporary layoff will only be used for:

Unanticipated loss of funding which the Department or Agency does not expect to obtain or make up within the temporary layoff period. Issuance and legislative approval of a Governor's Executive Order shall be conclusive evidence of unanticipated loss of funding, but shall not be required. Losses of or reductions in federal funds, restricted State funds, bond sales, or other sources of State revenues shall qualify under this Section; or

2. Seasonal layoff of seasonal employees, however, procedures covering seasonal layoff and recall of seasonal employees shall be a proper subject for secondary negotiations; or

3. School year employees at institutions and schools, during recess in the academic year and/or summer, unless otherwise modified in secondary negotiations.

An employee who is temporarily laid off in accordance with paragraph (1) above shall not be entitled to any leave balance payoffs upon temporary layoff, however, employees who are temporarily laid off shall continue to accrue seniority leave credits and all benefits as if they were in full pay status.

The expiration date of a limited term appointment shall not be considered a layoff for purposes of this Article.

An employee with status acquired in a limited term appointment and separated because of the expiration of that appointment may be reinstated within three (3) years in any vacancy in any Department in the same class as that from which the employee was separated. Such reinstatement may precede employment of any person with less seniority from a promotional list and any person with less seniority on a recall list. This Subsection shall not apply in the case of a continuing State classified employee who accepted an appointment to a limited term position under the same Appointing Authority; in this situation the employee will be returned to his/her former class, level, and work site, if there is a vacancy. If there is no vacancy the employee shall exercise employment preference at the former level in his/her former layoff unit upon expiration of the limited term position. Service earned in the limited term position may be applied at the former level.

Upon the expiration of the appointment of a continuing state classified employee who accepts an appointment to a limited term position under a different Appointing Authority, the employee will be returned to his/her former class and level within the new Appointing Authority and new work location if there is a vacancy. If there is no vacancy, the employee will be placed on recall lists in accordance with Section F.

When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given such written notice not less than fifteen (15) calendar days prior to the effective date of layoff. The Employer will, when layoffs are being planned, inform the Union, as soon as practicable, which under normal circumstances is hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the potential impact upon Unit employees caused by such layoff. The Employer shall furnish the Union concurrent written notice of the name, seniority, class titles, and current assignment location of employees holding positions scheduled to be vacated. It is recognized that employee choices and ultimate bumping rights preclude the Employer from providing information beyond what is required herein. Whenever the Union has a good faith doubt as to the accuracy of any information provided, it may request and shall promptly receive the right to a conference with the particular Department/Agency for the purpose of receiving sufficient information to explain Employer procedure or correct agreed upon errors. When layoffs and bumping are completed, the Union shall be entitled to receive, as soon as feasible, a completed list identifying those employees who have been bumped or laid off.

In the event of any layoff within a Department, the Employer shall not modify or create new classifications for the purpose of avoiding the recall of laid off Bargaining Unit employees.

Section B. Voluntary Layoffs.

When the Employer elects to reduce the work force through a layoff, employees within the affected classifications and layoff unit may request, in writing, preferential layoff out of line seniority. The Employer shall approve such request(s) for voluntary layoffs (by seniority) and shall not contest the employee's eligibility for unemployment compensation. Nothing in this Section shall be construed to constitute a waiver of such employee's recall rights. The fifteen (15) calendar day notice requirement in Section A. above shall be waived for employees requesting preferential layoff. Such employees shall not accrue seniority while on layoff.

Section C. Reduction in Hours.

Nothing in this Article shall preclude an individual employee from requesting a reduction of his/her hours and nothing shall preclude the Employer from granting such request consistent with operational needs. Layoffs designated by the Employer as temporary shall not be considered as a reduction in hours under this Article or Agreement.

Section D. General Layoff Procedures.

1. Layoff shall be statewide within a Department or layoff unit which existed on November 16, 1985, unless subsequently modified in secondary negotiations. Layoff units shall be defined in secondary negotiations upon request of either party.

2. Within a layoff unit, except where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by Civil Service classification and level within a series by inverse seniority. Positions in a class series which contain patterned level changes shall be considered to be at the same class and level. Where the use of approved class clusters has been authorized in secondary negotiations, layoff shall be by inverse seniority within the layoff unit and the approved class cluster.

3. Seniority for purposes of layoff, bumping and recall shall be as defined in Article 11, Section A.

4. Excluded and non-exclusively represented employees as defined by the Civil Service Rules and Regulations shall be permitted to bump back into these Units under procedures outlined hereinafter.

Seniority of excluded and non-exclusively represented employees for purposes of bumping into the Administrative Support Bargaining Unit shall be computed as follows:

a. All persons employed on January 13, 1983, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to January 13, 1983, plus up to an additional 1,040 hours.

c. All persons who move from rank and file to an excluded or non-exclusively represented position after January 13, 1983, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

5. Seniority of excluded or non-exclusively represented employees for purposes of bumping into Human Services Bargaining Unit shall be computed as follows:

a. All persons employed on November 24, 1980, shall retain full seniority based on their continuous service prior to that date.

b. All persons who moved from the rank and file to an excluded or non-exclusively represented position prior to November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to November 24, 1980, plus up to an additional 1,040 hours.

c. All persons who moved from the rank and file to an excluded or non-exclusively represented position after November 24, 1980, shall retain all continuous service hours for purposes of seniority earned up to the effective date of such appointment and thereafter up to 1,040 hours earned in such excluded position.

6. The Employer may lay off and recall out of line seniority because of:

- a.** Gender;
- b.** Manual communication skill;
- c.** Bilingual skill;
- d.** Department of Civil Service approved selective certification;
- e.** Department of Civil Service approved sub-class codes;
- f.** Maintaining an existing affirmative action program in accordance with applicable law and approved in advance by the State Personnel Director.

The exceptions listed in Subsections a. through e., above, shall only be made where there is a valid occupational requirement and no alternative exists for preferring the less senior employee.

7. No permanent employee shall be laid off until all initial probationary employees in the same classification and layoff unit are laid off, unless the provisions of Section D., Subsection 6., would be applicable.

8. No permanent employee shall be laid off until all limited term and temporary non-career appointments in the same classification (or approved class cluster if authorized in secondary negotiations) and layoff unit are terminated. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

Section E. Bumping.

The employee scheduled for layoff may elect either to accept layoff or bump to the least senior position in the layoff unit for which the employee is qualified, as provided in this Section. An employee scheduled for layoff who fails or is unable, in accordance with Section D., Subsection 3., to exercise the option to bump to the least senior position shall be laid off. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

For purposes of this Article, the least senior position is defined as:

1. A vacant position which the Employer intends to fill; or, in the absence of such vacancy,

2. The position occupied by the least senior employee as defined in Section D., Subsection 3., above.

Within seven (7) calendar days of receipt of notification of layoff, the employee scheduled for layoff shall notify the Employer of his/her decision to either accept layoff or bump into the least senior position in the layoff unit in the next lowest level and successively lower levels thereafter, within his/her current class series (or approved class cluster if authorized in secondary negotiations). Positions in a class series which contain patterned level changes shall be considered to be the same class and level. Alternatively, if it would result in a higher rate of pay, an employee may bump into the least senior position in the layoff unit in a former class series (or approved class cluster if authorized in secondary negotiations) at and below any level which the employee had satisfactorily completed the required probationary period. This alternative shall not apply to employees who were demoted from the higher paying class for disciplinary reasons or who transferred from the higher class in less than satisfactory employment status.

If an employee notifies the Departmental/Agency Employer of the decision to bump and later chooses to accept layoff, the Departmental/Agency Employer shall not be required to recompute the bumping chain. Employees scheduled for

layoff while on leave of absence shall within seven (7) calendar days of notification, inform the Departmental Employer in writing of his/her decision to accept layoff or exercise bumping rights in accordance with this Section. The temporarily vacant position resulting from the bump may be temporarily filled by the Employer by limited term recall, reassignment or any other manner provided by this Agreement until the bumping employee returns from leave.

An employee seeking to bump into another position must meet all requirements in accordance with Articles 11 and 12.

As a result of bumping downward, an employee shall not earn more than the maximum rate of the lower class bumped into or more than the rate previously earned in a higher class from which the employee bumped. When an employee bumps downward he/she shall be paid at that step in the lower level pay range which credits the service in the higher level range(s) to the step at which the employee was paid when promoted from a lower level.

Except as specified in Section D., Subsections 4., and 5., of this Article, employees outside these Bargaining Units shall have no bumping rights to positions within these Bargaining Units. Bargaining Unit members have no bumping rights arising out of this Agreement to positions outside these Bargaining Units.

The issue of the use of approved class clusters for bumping purposes shall be a proper subject for secondary negotiations on the request of either party.

Bumping between employment types (i.e., full-time, part-time, seasonal, and permanent-intermittent) shall be in accordance with current Departmental practice unless negotiated otherwise in secondary negotiations. There shall be no bumping between positions with different appointment durations (i.e., Permanent, limited term, and temporary non-career).

Bargaining Unit members shall not receive travel expense or moving expense reimbursement in connection with bumping or equivalent reassignment.

Section F. Recall Lists.

1. Definitions: For purposes of this Article the following definitions apply:

a. **The Primary Class** is the class and any other class(es) in the approved class cluster from which an employee is initially laid off or bumped.

b. **The Secondary Class** is a class and level and any other class(es) in the approved class cluster in the Bargaining Units, other than the primary class, in which the employee has satisfactorily completed the required probationary period, and any lower level class in that class series or approved class cluster.

c. A *Departmental Recall List* is a list in seniority order by class and level, approved class cluster, and by county or Agency/facility of each employee who has been laid off or bumped from a position in the Department and for which he/she is both eligible under a. and b. above and has requested recall to such class, level and county or Agency/facility.

d. A *Statewide Interdepartmental Recall List* is a list in seniority order by class and level, Department and county of each employee who has been laid off or bumped from a position in the State Classified Service, and for which he/she is both eligible under both a. and b. above and has requested recall to such class, level, Department and county.

2. *Construction of Lists:* Each employee who is laid off from State employment who bumps or who refuses reassignment to another county shall be notified in writing that he/she has the right, upon written request to his/her Appointing Authority within seven (7) days subsequent to being laid off, to have his/her name placed on the Departmental Recall List for the primary and any secondary classes for which he/she is eligible, for any county or Agency/facility in the Department at which he/she will accept recall.

Also, such employee upon written request to his/her Appointing Authority as provided above, shall have the right to have his/her name placed on the Statewide Interdepartmental Recall List for the primary and any secondary class for which he/she is eligible, for each county to which recall would be accepted. The Departmental Employer will provide to employees eligible for recall a form which shall be utilized to indicate recall availability.

An employee may delete his/her name from any recall list without penalty at any time prior to being recalled, by giving written notice of such request to his/her Appointing Authority. Similarly, without penalty, an employee may also delete a county or Agency/facility to which he/she has requested recall.

An employee may reactivate his/her name on appropriate recall lists and/or elect additional locations during their period of eligibility for recall by providing written notice to the Appointing Authority. Such additions shall, as soon as practicable, be included on recall lists prepared after the date of receipt. Provided, however, that an employee removed from a recall list in accordance with Section H. may not elect to be returned to the same list within six (6) months of rejecting recall to the Department or location in question.

Section G. Recall From Layoff.

The provisions of this Section shall be applied subject to the exceptions listed in Section D., Subsection 6., of this Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

When the Employer intends to fill a vacancy by recall, the Employer shall recall the most senior employee who is on the Departmental Recall List for such class and level and who has designated that county or Agency/facility. Positions in a class series which contain patterned level changes shall be considered to be the same class and level.

If no employee is on such Departmental Recall List, the Employer shall recall the most senior employee from the Statewide Interdepartmental Recall List for the class and level who has designated the county and Department in which the vacancy exists as one to which he/she will accept recall.

The employee's right to recall shall exist for a period of up to three (3) years from the date of layoff. Prior to that time employees may renew their recall rights for another three (3) years by giving written notice to the Employer.

Section H. Removal of Names From Recall Lists.

If an employee fails to respond within ten (10) calendar days from the mailing date of the recall notice his/her name shall be removed from the recall list. In addition, his/her name shall be removed from recall lists as provided below:

1. A. An employee who refuses or accepts recall to employment in his/her original county in his/her primary class shall be removed from all recall lists.

B. An employee who refuses or accepts recall to a secondary class in his/her original county or Agency/facility shall be removed from all lists for such secondary class.

C. An employee who refuses or accepts recall to a primary or secondary class on a Departmental Recall List shall be removed from the list(s) for such class except at the county or Agency/facility from which he/she was laid off.

D. An employee who refuses or accepts recall to a primary or secondary class on a Statewide Interdepartmental Recall List shall be removed from such list.

2. The parties agree that the recall rights, seniority and benefit credit of employees who are separated or who resign from State employment are forfeited as a result of such separation or resignation, except that an employee who resigns during the first six (6) months of employment in a secondary class or is separated by the Employer during the first six (6) months of employment in such class based on inability to satisfactorily perform required job responsibilities shall, if not reinstated to the former class, retain all recall rights and, if recalled, shall retain seniority and benefit credit.

3. An employee whose name was removed from the recall list for failing to respond within ten (10) calendar days from the mailing date of the recall notice shall, upon written request to his/her former department, have his/her name placed back on the recall list up to limits outlined in Section G. of this Article.

Section I. Limited Term Recall.

In accordance with the provisions of this Article, employees may designate agreement to be recalled by county, Department or Agency/facility on a limited term basis when laid off. Limited term recall shall also be on the basis of seniority. An employee who fails to accept limited term recall to a county, Department or Agency/facility previously designated shall be removed from that list. Removal from a limited term list shall be in accordance with the provisions of Section H. of this Article and shall not affect the employee's place on a permanent recall list. An employee whose limited term recall expires shall have no bumping rights nor return rights to a position held prior to the recall.

Section J. Layoff and Recall Information to the Union.

The Employer agrees to provide to the Union copies of seniority lists and employment histories, which the Employer uses to complete the layoff process.

The Employer shall provide to the Union copies of recall forms completed by employees.

The Employer agrees to provide to the Director of the Union's Technical, Office and Professional Department and to the Local Union a quarterly report of all Bargaining Unit employees, by department/agency, who have been laid off during that quarter, including the date of the layoff. The Employer shall also provide a quarterly report of departmental and statewide interdepartmental recall list.